

AGREEMENT
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF INDUSTRY AND TRADE OF THE CZECH REPUBLIC
CONCERNING
COOPERATION IN THE AREA OF COUNTERING THE PROLIFERATION OF
NUCLEAR MATERIALS AND TECHNOLOGIES

The Department of Energy of the United States of America (DOE), and the Ministry of Industry and Trade of the Czech Republic (MOIT), hereinafter referred to as the Parties,

Desiring to cooperate to counter the proliferation of weapons of mass destruction, and technology, materials, and expertise related to such weapons,

Noting the exchange of notes between the Government of the United States of America and the Government of the Czech Republic of 26 April and 3 May 2007, concerning cooperation to return to the Russian Federation the Soviet Union- and Russian Federation-supplied nuclear fuel stored in the Czech Republic, hereinafter referred to as the Exchange of Notes, and

Having regard to the obligations of the Czech Republic deriving from its membership in the European Union, including the European Atomic Energy Community,

Have agreed as follows

ARTICLE I

For purposes of this Agreement

"Nuclear fuel" means fissile isotopes of uranium and all isotopes of plutonium contained in research and test reactor fuel assemblies, rods, control rods or sub-components thereof, research and reactor target assemblies or sub-components thereof, and bulk materials intended for research or test purposes

ARTICLE II

- 1 In accordance with the terms of this Agreement, the DOE may provide assistance at no cost to the MOIT or its designated implementing agents to assist the Government of the Czech Republic to return the Soviet Union- and Russian Federation-supplied nuclear fuel stored in the Czech Republic to the Russian

Federation, and also to assist in the prevention of the possible proliferation of proliferation-attractive nuclear materials and technologies

- 2 The MOIT or its designated implementing agents shall use all materials (including supplies, equipment and instruments), training and services provided in accordance with this Agreement exclusively for the purpose of returning the Soviet Union- and Russian Federation-supplied nuclear fuel to the Russian Federation, and for preventing the possible proliferation of proliferation-attractive nuclear materials and technologies
- 3 All activities performed under this Agreement shall be conducted in accordance with the conditions of the Exchange of Notes

ARTICLE III

Each Party to this Agreement shall have the right, upon written notification to the other Party, to delegate responsibilities for the implementation of this Agreement to other entities, including agencies, departments or units of its respective government

ARTICLE IV

- 1 Pursuant to the terms of this Agreement, the DOE may provide to the MOIT, or its designated implementing agents, assistance for the purpose of preventing the possible proliferation of proliferation-attractive nuclear materials and related nuclear technologies from the territory of the Czech Republic. Such assistance may include, but is not limited to activities related to
 - (a) the return of the Soviet Union- and Russian Federation-supplied nuclear fuel from the LVR-15 research reactor at UJV Řež, a.s. to the Russian Federation,
 - (b) security enhancement of the LVR-15 reactor site and nuclear materials stored at the site,
 - (c) safe and secure storage of the Czech Republic's nuclear materials, including improving methods of protection and control to reduce the risk of theft of nuclear materials stored at premises on the territory of the Czech Republic

- 2 The terms of this Agreement shall cover
 - (a) the provision of technical assistance, safety engineering services, planning and project management support pertaining to the implementation of any assistance provided under this Agreement, and
 - (b) the provision of procurement and/or acquisition services, selection of subcontractors, contract and project management services, and the technical and administrative oversight of subcontractor performance during the preparation for and implementation of work under this Agreement
- 3 Whenever possible, the MOIT or its designated implementing agents shall make all spent nuclear fuel containing uranium enriched to 20% or more in the isotope U-235 available for return to the Russian Federation before any low enriched spent fuel is returned
- 4 Conditions of assistance provided under this Agreement shall be defined by separate contracts or arrangements between the DOE and the MOIT or their designated implementing agents. In case of any inconsistency between these contracts or arrangements and this Agreement, the provisions of this Agreement shall prevail
- 5 Pursuant to the terms of this Agreement, the DOE may, at its discretion, provide the MOIT or its designated implementing agents with other types of assistance subject to the written agreement of both Parties

ARTICLE V

- 1 The MOIT or its designated implementing agents shall coordinate with other appropriate Government of the Czech Republic ministries, agencies, and organizations to ensure that materials, including supplies, equipment and instruments, provided to the Government of the Czech Republic under this Agreement are afforded priority processing to allow prompt delivery to their ultimate destination within the Czech Republic. The MOIT or its designated implementing agents shall coordinate with the appropriate Government of the Czech Republic ministries, agencies, and organizations to ensure that appropriate security measures are provided for United States government personnel, contractors and materials, including supplies, equipment, and instruments, at those facilities associated with work under this Agreement
- 2 The MOIT or its designated implementing agents shall facilitate the examination by the appropriate ministries, agencies, and organizations of the Government of the Czech Republic of all materials, including supplies, equipment and instruments received pursuant to this Agreement and provide confirmation to the DOE of their acceptability within thirty days of receipt of the results of such

examinations The terms and conditions for repair or replacement of non-complying materials, including supplies, equipment and instruments, will be set forth in the contract(s) under which materials, including supplies, equipment and instruments, are provided under this Agreement

ARTICLE VI

- 1 DOE representatives shall have the right to examine the use of any materials (including supplies, equipment and instruments), training or services provided in accordance with this Agreement, at sites of their location or use, and shall have the right to audit and examine all records or documentation related to the use of materials (including supplies, equipment and instruments), training and services provided in accordance with this Agreement, particularly its Article IV/4
- 2 DOE representatives shall have the right to monitor the implementation of contracts and the progress of work under this Agreement, at facilities on the territory of the Czech Republic

ARTICLE VII

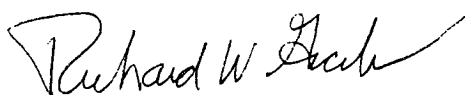
- 1 All activities undertaken by each Party under this Agreement shall be carried out in accordance with the laws and regulations in force of that Party's state, as well as with the obligations arising from international agreements to which that Party's state is party
- 2 As appropriate, the Parties may enter into implementing arrangements to carry out the provisions of this Agreement In case of any inconsistency between this Agreement and any such arrangements, the provisions of this Agreement shall prevail

ARTICLE VIII

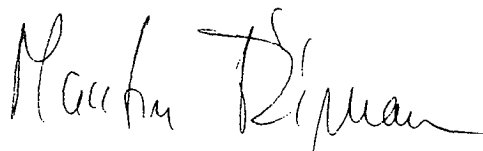
This Agreement shall enter into force on the date of signature This Agreement may be amended by the written agreement of the Parties, and may be terminated by both Parties' mutual consent or by either Party upon at least 90 days prior written notification to the other Party

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement

DONE at Prague, this *17th* day of *September*, 2007, in duplicate in the English and Czech languages, each text being equally authentic



FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA



FOR THE MINISTRY OF INDUSTRY AND
TRADE OF THE CZECH REPUBLIC